

2007-2008  
MASTER  
CONTRACT  
AGREEMENT

Between  
East Union  
Education  
Association  
&  
East Union  
Community  
School District

UNION EMPLOYMENT  
RELATIONS BOARD

2007 JUN 29 PM 12:56

RECEIVED

239

## TABLE OF CONTENTS

Preamble .....	1
Recognition .....	1
Article I - Compensation.....	2
Article II - Work Year .....	2
Article III - Work Load and Hours.....	2
Article IV - Wages and Salary .....	3
Article V - Dues Deduction .....	5
Article VI - Staff Reduction Procedures .....	6
Article VII - Reassignment and Transfer Procedures .....	8
Article VIII - Grievance Procedure.....	8
Article IX - Employee Evaluation .....	11
Article X - Insurance.....	11
Article XI - Sick Leave.....	11
Article XII - Other Types of Leaves .....	12
Article XIII - Health.....	13
Article XIV - Safety.....	13
Article XV - Printing Agreement.....	14
Article XVI - Finality of Agreement.....	14
Duration Period and Signature Clause.....	14
Schedule I.....	15
Schedule II .....	16
Schedule III.....	17
Extra Duty Schedule .....	18

This agreement entered into this 31st day of May, 2007 by and between the East Union Community School District hereinafter referred to as the "Employer" and the East Union Education Association hereinafter referred to as the "Association". Said agreement represents the complete and final agreement between the Employer and the Association.

MASTER CONTRACT  
Between  
East Union Education Association  
and the  
East Union Community School District  
for 2007-2008

1 Article I - Compensation

2  
3 Base Salary

4 The 2007-08 base salary for a B.A. Degree non-experienced teacher shall be  
5 Twenty-two thousand and five hundred sixty-one (\$22,561) dollars. The schedule  
6 structure is attached to and made a part of this agreement.

7  
8 Extra Duty Pay

9 The extra duty schedule is attached to and made a part of this agreement. All  
10 personnel paid for extra duty shall begin at \$22,561 for the 2007-08 contract year.

11  
12 Each employee will be required to work two individual events per year without  
13 pay and will receive two complimentary activity passes. Employees who work ad-  
14 ditional events will be paid \$15 per event.

15  
16 Family Plan Health Insurance

17 Optional plans for payment of Family Health Insurance will be available.

18  
19 Direct Deposit

20 Optional direct deposit of paychecks will be available.

21  
22 Article II - Work Year

23  
24 1. Regular Contract

25 A contract of one hundred ninety (190) days shall be issued to all employees.  
26 The one hundred ninety (190) days shall consist of the following: one hundred eighty  
27 (180) teaching days, six (6) inservice days and four (4) paid holidays (Labor Day,  
28 Thanksgiving, Christmas and New Years). Employees new to the district will have a  
29 one hundred ninety and one half (190 1/2) day contract.

30  
31 2. Extended Contract

32 An employee working beyond the 190-day contract shall be paid that employ-  
33 ee's per diem rate. Summer school and extra-duty activities are excluded from this  
34 method of calculation.

35  
36 3. School Calendar

37 The Employer shall establish the school calendar after receiving input from the  
38 employees and others. No Employee will be required to work on Saturday unless a  
39 student make-up day is required. However, if the last student contact day of the school  
40 year is Friday, the following Saturday may be used as a record keeping day.

41  
42 Article III - Work Load and Hours

43  
44 A. Work Day

45 The scheduled employee workday shall be seven (7) hours and forty-five (45)  
46 minutes. In the event of dismissal for inclement weather, the employees may depart  
47 fifteen (15) minutes after the students.

48  
49 However, on Fridays, and the final day preceding a holiday or vacation, the  
50 school day shall end fifteen (15) minutes after the close of the pupil's school day unless  
51 assigned to bus departure related supervision duties.

52  
53 There may be occasional exceptions to the workday described above (see para-  
54 graph "D" of this Article).

55  
56 An occasional early departure at the close of the work day may be granted  
57 when requested by an employee. Such requests will be for doctor or dentist appoint-  
58 ments, business or other such business that can not be conducted on Saturday. Such  
59 early departure will not be charged against business leave. Permission may be

granted by the Principal. The granting or denial of such requests shall not be grievable.

#### B. Teaching Load

A supervised student period or non-compensated extra-curricular activity during school hours shall be considered as pupil contact time.

#### C. Preparation Time

Elementary employees shall have preparation time while the special teachers—music, physical education, art, guidance and library—have their classes. Employees teaching the special areas, as listed, will have preparation time equivalent to classroom employees. Employees will be provided a 15 minute break on any day they are not provided a preparation period. During your weekly rotating duty schedule, the week you are on duty you will have lunch duty. If you have a meeting scheduled at that time you need to find a replacement. (Except when substituting for another teacher.)

Secondary employees shall have one preparation period based on a seven period, eight period, or eight block schedule, unless otherwise mutually agreed upon. Employees will be granted the lunch period as a break time on a rotating lunch duty roster developed by the administration.

All employees shall have the right to work with individual students during their preparation time, if they so desire. Special education staffings, and other conferences, may occasionally require the use of the teacher's preparation time.

#### D. Extra Duty and Extra Duty Compensation

Some long term extra duties have compensation as per schedule negotiated in this agreement. There are other duties required in the day-to-day operation of the school program. Such duties may or may not be confined to the regular work day. All employees are expected to share in these duties as an integral part of their contracted job. Arrangement for serving extra-duty may be transferred between employees at their discretion. The principal shall be notified of the transfer prior to the time of the extra duty. The person originally assigned the extra duty shall remain responsible for the serving of the extra duty.

#### E. Covering as a Substitute

Any current teacher in the system may be asked by administrator during their planning period to sub for another teacher, will be compensated at the rate of \$18.00 per hour. Any teacher that does not have an official planning period will be designated an agreed upon time during the day to be their planning period in order to establish an opportunity to be considered for said pay above.

### Article IV - Wages and Salaries

#### A. Schedule

The salary of each certificated employee is covered by the regular salary schedule as set forth in the appendix, which is attached to and made a part of this agreement. The schedule is based on one hundred eighty (180) classroom contact days, six (6) days of inservice, and four (4) paid holidays (Labor Day, Thanksgiving, Christmas and New Years) to make a contract of one hundred ninety (190) days. Twelve monthly payments will be made.

#### B. Placement on Schedule

##### 1. Placement

The practice of proper placement on the salary schedule according to experience and training shall be continued. "Employees without creditable prior teaching experience will be placed on Step 1 of the appropriate lane."

##### 2. Credit for Experience

Credit for proper placement on the salary schedule shall be given for all previ-

1	ous outside teacher experience in a duly accredited school upon initial employment. No	1
2	credit shall be given for fractional years experience unless such fractional years add up	2
3	to a full year. An employee working a semester plus one day shall be given credit for	3
4	one (1) year of experience.	4
5		5
6	3. Returning to the District	6
7	Any employee with previous experience in the East Union School District shall	7
8	upon returning to the system receive full credit on the salary schedule for all outside	8
9	teaching experience up to ten (10) years (see B 2 of this Article).	9
10		10
11	Any employees who have not engaged in other teaching shall, upon returning to	11
12	the system, be restored to the next position on the salary schedule above that at which	12
13	they left.	13
14		14
15	C. Advancement on Salary Schedule	15
16	1. Increments	16
17	Employees on the regular salary schedule shall be granted one increment or	17
18	vertical step on the schedule for each year of service until the maximum of their edu-	18
19	cational classification is reached. An employee will advance no more than one vertical	19
20	increment from one contract year to the next. Performance of at least one semester plus	20
21	one day will constitute one year of credit.	21
22		22
23	2. Educational Lane	23
24	Employees on the regular schedule, who move from one educational lane to a	24
25	higher educational lane shall move to the corresponding eligible step on the higher lane.	25
26	For an employee to advance from one educational lane to another, s/he shall file suitable	26
27	evidence of additional educational credit with the Superintendent no later than fifteen	27
28	(15) days after the beginning of the fall semester. To be eligible, such credits must have	28
29	prior administrative approval.	29
30		30
31	D. Method of Payment	31
32	1. Each employee shall be paid in twelve (12) equal installments on the 20th	32
33	day of each month. Employees shall receive their checks at their regular building and	33
34	on regular school days unless otherwise designated by the teacher.	34
35		35
36	2. When a pay date falls on or during a school holiday, vacation, or weekend,	36
37	employees shall receive their pay checks on the last previous working day.	37
38		38
39	3. If requested before April 15th, an employee may elect to receive their May	39
40	and June check on the last pay period of the in-school year.	40
41		41
42	4. Summer checks, other than for summer school teachers, shall be mailed to	42
43	the address designated by the employee.	43
44		44
45	5. Extra Assignment and Extended Contract	45
46	The salary schedule is based on the regular school calendar and teaching day	46
47	as practiced in the East Union System. Any employee whose assignment exceeds the	47
48	regular employee work year, or work day will be additionally compensated as follows:	48
49		49
50	a. for the extended work year the pay shall be a per diem rate of the con-	50
51	tracted salary.	51
52		52
53	b. for the extended work day the pay shall be pro-rated on an hourly/per	53
54	diem rate of the contracted salary.	54
55		55
56	New employees will work one hundred ninety and one half (190 1/2) days. The	56
57	one-half day will be for purposes of orientation and personnel records.	57
58		58
59	E. The District shall distribute funds received by the District pursuant to	59
60		60

House File 499, Phase I and II (Chapter 294A, Code of Iowa, 1987), to all full and regular part-time teachers employed under a contract issued pursuant to Iowa Code Section 279.13, in accordance with the following:

1. Funds received from Phase I and Phase II will be combined in a Salary Supplement Fund.

2. Full-time employees holding a teaching certificate issued under Chapter 260, a letter of authorization, or a statement of professional recognition issued by the State Board of Education on or before July 1, 1988, shall be paid at least the minimum annual salary as provided by state law. Regular part-time employees shall receive the appropriate prorated amount. Payments under this subsection will be funded in part by the Salary Supplement Fund wherever the employee's Salary Schedule salary falls below the minimum annual salary as provided by state law. Deductions for Board contributions to IPERS and FICA for Phase I payments shall be paid from the Salary Supplement Fund.

3. Phase II payments will be made from the remainder of the Salary Supplement Fund in accordance with provisions of this article. Deductions for Board contributions to IPERS and FICA for Phase II payments shall be paid from the Salary Supplement Fund.

4. Salary Supplement Fund payments shall be distributed in accordance with the terms set forth herein, in monthly installments beginning in October with two installments being provided in August.

5. The eligibility of teachers to receive payments under this agreement and the amounts of the payments will be determined by October 15. Payments may be increased or decreased due to staff turnover, lane or step changes, or any other personnel changes affecting eligibility of employees to receive Phase I or Phase II monies from the Salary Supplement Fund. Such changes will be implemented in the August payments.

6. Where changes in Salary Supplement Fund payments must be made because of eligibility, schedule adjustments, or changes in state funding, the increases or decreases will be on a per capita basis among teachers eligible for Phase II payments. Payments shall be made in two equal payments in January and May. (Mentors)

7. The District is obligated to distribute the monies set forth in this article only to the extent that it actually received such monies from the State.

8. Employees will receive Phase II payments pursuant to Schedules I, II & III.

#### Article V - Dues Deduction

##### A. Association Responsibility

It shall be the association's responsibility to inform members of the dues check-off system and to provide members with the approved authorization cards. Initiation of the provisions of this Article shall be the responsibility of each individual employee.

##### B. Authorization

Any employee, who is a member of the Association, may sign and deliver to the Board Secretary an approved authorization card for payroll deductions of professional dues. Such signed cards must be delivered by the first day of the month in which deductions are to start.

##### C. Regular Deductions

When authorized, the Employer shall deduct one ninth (1/9) of the total dues from the regular check of the employee each month for nine (9) months, beginning in September and ending in May of each year.

##### D. Pro-rated Deductions

Employees who begin deductions after September shall have the total dues

1	deductions pro-rated on the basis of the remaining months of employment through the	1
2	month of May.	2
3	E. Termination	3
4	An Employee may terminate the dues check-off at any time by giving a thirty	4
5	(30) day written notice to the Board Secretary.	5
6		6
7	F. Transmission of Dues	7
8	The Employer shall transmit to the Association in total monthly deduction of	8
9	professional dues within ten (10) school days following each regular pay period, and a	9
10	listing of the employees for whom deductions were made.	10
11		11
12	G. Employer Fee for Deduction of Association Dues	12
13	For setting up the account, deducting the dues, preparation of requested reports	13
14	and transmission of money to the Association the Employer will charge the Association	14
15	a fee of Twenty-five (25) cents per individual, per month.	15
16		16
17	H. Other Deductions	17
18	Federal income tax, state income tax, state retirement tax and social security tax	18
19	are required deductions prescribed by law. An Employee may give written authoriza-	19
20	tion of deductions for family participation in health insurance or for tax sheltered annui-	20
21	ties.	21
22		22
23	I. Error in Deductions	23
24	It shall be agreed that errors in computer processing are possible. Therefore,	24
25	both parties shall agree to correct any errors in payroll deductions to the mutual satisfac-	25
26	tion of both parties.	26
27		27
28	J. Hold Harmless Clause	28
29	The Association agrees to indemnify and hold harmless the Employer against	29
30	any and all claims, costs, suits or other forms of liability and all court costs arising out	30
31	of application of the provisions in the agreement between the parties for dues deduc-	31
32	tions.	32
33		33
34	Article VI - <u>Staff Reduction Procedures</u>	34
35		35
36	A. Coverage	36
37	All Certificated personnel	37
38		38
39	B. Reasons for reduction	39
40	When in the sole discretion of the Employer, staff reduction is necessary,	40
41	the following procedure shall be utilized.	41
42		42
43	C. Employer Action	43
44	If it becomes necessary to decrease the number of professional staff who	44
45	are covered by the continuing contract law, the Employer will place such staff mem-	45
46	bers on staff reduction leave without pay or benefits effective at the end of the current	46
47	contract year of the staff member.	47
48		48
49	D. Reduction Criteria	49
50	a. The staff member with the lowest point total as determined by the sum	50
51	of items (1) and (2) below shall be the first staff member placed upon staff reduction	51
52	leave.	52
53		53
54	1. Experience	54
55	Five (5) points shall be awarded for each year of experience gained as a certifi-	55
56	cated employee under contract to East Union Community Schools.	56
57		57
58	Four (4) points shall be awarded for each year of experience gained as a certifi-	58
59	cated employee under contract to any other school district. For employees hired from	59
60	any other school district after June 30, 1994, the maximum number of points awarded	60



will be 20.

2. Training - Maximum 150 points

One point (to a maximum of 120) shall be awarded for each semester hour of undergraduate credit leading to a Bachelor's Degree.

One point (to a maximum of 30) shall be awarded for such semester hour of graduate credit beyond the Bachelor's Degree or the Equivalent as determined by the administration for credit.

b. Staff reduction shall be within the following categories.

1. Elementary K-5

2. Secondary 6-12

3. Specials (music, physical education, art, guidance, library,

special

education, talented and gifted, PreK, Title I and Success Coordinator)

It is understood that positions will be reduced not only within these broad categories but the Employer will have to consider special certification requirements for certain positions. The reduction may further be confined within a subject matter area.

E. Reassignment and Transfer

Reassignment and transfers of staff to cover positions or responsibilities opened by reduction of staff will be accomplished according to Article VII in this agreement.

F. Notice

Notice shall be given by certified mail or hand delivered with signed receipt no later than April 15th, or seven (7) days after master contract ratification, whichever is the earliest date of the school year prior to the year in which the staff reduction leave is to become effective. (Exception: In the case of a multiple-year master contract, April 15th is the notice date, beginning with year two (2) of said multiple-year agreement.)

Personnel designated by the Employer to be placed upon staff reduction leave shall file in writing, with the Board Secretary, their acceptance of such leave within ten (10) working days of receipt. If this acceptance is not received by May 1, the Employer shall provide for termination under Section 279.13 of the Code of Iowa.

G. Recall Procedure

Qualified staff members on staff reduction leave shall be reinstated in reverse order of placement on staff reduction leave wherever vacancies exist. The offer of such position by the district shall be sent by certified mail and shall be accepted or rejected within ten (10) calendar days of receipt. The staff member must be prepared to assume the position within thirty (30) calendar days after the date of acceptance. Failure on the part of the staff member to meet either of these requirements will disqualify the staff member for further recall rights.

No new teaching appointments will be made while there are staff members on staff reduction leave who are qualified for the position and who are available for reinstatement.

H. General Provisions

a. The length of time for a person to remain on staff reduction is two (2) years. At the end of the two (2) year period, if no opportunity has been found to recall the staff member, the staff member's employment shall be terminated.

b. All points in "D" above are to be figured and reported to the Association on or about September 30th of each school year. Credits earned by a staff member after the report is recorded and before January 10th must be documented and reported to the Association and Administration by the staff member concerned.

c. Any points in "D" above which may be earned while on staff reduction leave shall be added to a staff member's credit immediately after s/he is recalled. Seniority credit will be given to those placed on staff reduction for the time on the list.

d. Staff members on staff reduction leave shall be offered substitute work in areas they are qualified, provided they place their names on the substitute list.

## Article VII - Reassignment and Transfer Procedures

### Definitions

Reassignment shall be agreed to mean the changing of the subject area or grade level of an employee covered by this agreement.

Transfer shall be agreed to mean the movement of an employee covered by this agreement to another building.

### General provisions

Employees with seniority will be given the opportunity to have input on any assignment.

Reassignment and/or transfers may be made at the initiative of the Superintendent of Schools or other administrative staff members. Written requests for reassignment and/or transfer made by the employee shall be considered by the Superintendent and, if denied, a written reply stating reasons for denial shall be given. All such reassignments and/or transfers shall be reported to the Board.

Efforts shall be made to confine non-voluntary reassignment and/or transfer to not more than a two grade change (e.g., a 1st grade teacher reassigned from 1st grade to Kdgn., 2nd, or 3rd.) Reassignment at the secondary level will consider qualification and certification approval of the employee.

Special teachers may be reassigned to a regular classroom through a job exchange basis with mutual agreement of the special teacher, classroom teacher and administration. The administration retains final decision making. This will not affect the right of the administration to make an involuntary reassignment.

### Arbitration

Non-voluntary reassignment and/or transfers shall not be made for wholly arbitrary and capricious reasons. Should any grievance ever be pursued to arbitration under this section, the authority of the arbitrator shall be limited to deciding only whether or not the reassignment and/or transfer was wholly arbitrary or capricious. Should the arbitrator find the said reassignment to be wholly arbitrary and capricious he shall have the power to order a remedy. Should the arbitrator find said assignment and/or transfer to not be wholly arbitrary or capricious he shall not be empowered to order a remedy.

## Article VIII - Grievance Procedure

The parties agree that an orderly and expeditious resolution of grievances at the lowest possible level is desirable. All matters of dispute that may arise between the Employer and the employee(s) regarding expressed provisions of this agreement shall be handled in a professional manner and adjusted in accordance with the following:

### A. Definitions

#### Grievance

A grievance is a written claim by an employee, or group of employees that there has been a violation, misinterpretation, or misapplication of the specific provisions of this agreement.

Aggrieved person, or grievant

An "aggrieved person" or grievant is the person(s) making the written claim.

Party in Interest

1 A "party in interest" is the person(s) against whom an action might be taken in  
2 order to resolve the complaint.

3 B. Purpose

4 The purpose of this procedure is to secure, at the lowest possible level equitable  
5 solution to the grievance. Both parties agree that proceedings will be kept as informal  
6 and confidential as may be appropriate at any level of the procedure.

7 C. Procedures

8 1. Time limits

9 The number of days indicated at each level should be considered as a maximum  
10 and every effort should be made to expedite the process.

11  
12 2. Level One - Principal (Informal)

13 An Attempt shall be made to resolve any alleged grievance by an informal verbal  
14 discussion between complainant and his building principal. This should be done within  
15 three (3) working days of the grievant's first awareness of the alleged grievance.

16  
17 3. Level Two - Principal (Formal)

18 If, after the informal discussion with the principal, a level one settlement is  
19 not reached, the aggrieved person may invoke the formal grievance procedure. The  
20 grievance forms, as attached to this agreement, shall be available from the Association  
21 representative in each building and said form shall be signed by the grievant. A copy of  
22 the grievance form shall be delivered to the appropriate principal within five (5) working  
23 days from the date of the occurrence of the event giving rise to the alleged grievance. If  
24 the grievance involves more than one building principal it may be filed with the Super-  
25 intendent or his designee for Level Two handling.

26  
27 The grievant shall file the alleged grievance in writing and a mutually agreeable  
28 time, discuss the matter with the building principal. The written alleged grievance shall  
29 state the following:

30  
31 1. Nature of the alleged grievance.

32 2. Shall note the specific article(s) of this agreement alleged to be violated,  
33 misinterpreted, or misapplied.

34 3. Shall indicate the date of this alleged grievance and the facts giving rise to  
35 the filing of this alleged grievance.

36 4. Shall indicate the relief of the alleged grievance which is being sought.

37  
38 The building principal shall make a decision on the grievance and communicate  
39 it in writing to the grievant, the Association, and the Superintendent within five (5)  
40 working days after receipt of the formal grievance. If requested by the grievant, a des-  
41 ignated representative of the Association may also be present. The principal may also  
42 have a designee present.

43  
44 4. Level Three - Superintendent

45 In the event that an alleged grievance has not been satisfactorily resolved at the  
46 second level, the grievant may file, within five (5) working days of the principal's writ-  
47 ten decision at the second level, a copy of the alleged grievance with the Superintendent.  
48 The Superintendent shall meet with the grievant within five (5) working days of receipt  
49 of the grievance. If requested by the grievant, a designated representative of the  
50 Association may be present. The Superintendent may also have a designee present.  
51 Within ten (10) working days of receipt of the grievance the Superintendent or his  
52 designee shall indicate his decision on the grievance in writing and shall furnish a copy  
53 thereof to the grievant, the Board President and the Association.

54  
55 5. Level Four - Arbitration

56 If the grievant is not satisfied with the disposition of the grievance by the  
57 Superintendent, the grievant and the Association shall meet within five (5) work days  
58 after receipt of the Superintendent's decision on the grievance to discuss the merits of  
59 submitting the grievance to arbitration. If the Association determines the grievance  
60 is meritorious, the Association may submit the grievance to arbitration within five (5)

working days after receipt of the Superintendent's decision.

Within ten (10) work days after written notice to the Employer, of submission to arbitration, the Employer designee and the Association representative shall attempt to agree upon a mutually acceptable arbitrator and obtain commitment for his services. If the parties are unable to secure the committed services of an acceptable arbitrator, then a written request for a list of arbitrators shall be made to the Public Employment Relations Board by either party. The list shall consist of three arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within two (2) work days, and the other party shall have one (1) additional work day to remove one of the two remaining names. The person whose name remains shall be the arbitrator.

The arbitrator so selected shall confer with the representatives of the Employer and the Association and hold hearings promptly and shall issue his decision not later than fifteen (15) school days from the date of the close of the hearings, or if oral hearings have been waived, then from the date of the final statements and proofs on the issues are submitted to him. The decision shall be in writing and shall set forth his finds of fact, reasoning and conclusions on the issues submitted. The arbitrator, in his decision, shall not amend, modify, nullify, ignore or add to the provisions of the agreement. The authority of the arbitrator shall be strictly limited to deciding only the issue(s) presented to him in writing by the Employer and the Association in a joint statement or separate statements, jointly submitted, and the decision of the arbitrator must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the agreement. The arbitrator shall act as the servant of the parties and his decision shall be binding.

#### D. Responsibilities

The failure of an employee covered by this agreement, in the event of an appeal to these grievance procedures to act on such alleged grievances within the prescribed time limits shall act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next level.

It is agreed that any investigations or other handling or the processing of any alleged grievance by the grieving employee(s) covered by this agreement, shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving employee(s), or any other employee(s).

If any employee(s) or the Association, first, files any claims of complaint in any court, then the employee(s) or the association shall waive the right to use these grievance procedures.

#### E. Year-end Grievances

In the event that a grievance is filed at such time that it cannot be processed through the grievance procedure by the end of the school year, mutual agreement shall be made in regard to time limits to exhaust the grievance procedure prior to the school year, or within a maximum of twenty-five (25) calendar days thereafter.

#### F. Expenses

Any costs of expenses incurred in the processes of this grievance procedure from and including Level One (1) through Level Three (3) shall be the responsibility of the party so incurring such costs and expenses. Expenses incurred in the Fourth Level (4), binding arbitration, of these procedures shall be equally shared.

#### G. Meetings and Hearings

All meetings and hearings under this procedure shall be conducted in private and shall include only those for whom provisions have been made in this article.

#### H. Separate Grievance File

All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

#### Article IX - Employee Evaluation

The administrative staff shall conduct summative evaluations of the professional services of the certified personnel at least once every three (3) years. New and probationary licensed employees will be evaluated at least twice each year, one of which will be completed during the first semester. Summative evaluations will not be scheduled within the first or last two weeks of the school year or two days prior or winter or spring break. The written, summative evaluation report must be reviewed with the employee in a timely manner.

#### Article X - Insurance

The Employer shall maintain, for all full-time employees covered under this Contract, a group health and accident insurance program comparable in benefits as maintained during the previous school year and pay a maximum of \$335.00 per month. If for reasons of economy, or the present carrier's non-cooperation causing the Employer to consider changing the carrier, the Association and Employee input would be secured before carrier replacement is made.

The Employee shall maintain, for all full-time employees covered under this Contract, a long-term disability insurance program comparable in benefits as maintained during the previous school year. Eligibility for payment of long-term disability claims is determined by the carrier.

The Employer shall maintain, for all full-time employees covered under this Contract, a \$20,000 term life insurance policy not to exceed a cost of \$48 per year, per individual.

In addition, the employer shall maintain, for all employees covered under this contract who teach half/time or over, the three insurance coverages listed in this article in proportion to the percentage of teaching time of the employee.

Eligibility of staff members placed on staff reduction leave to participate in any of the listed insurance fringe benefits by their payment of premium costs is subject to the acceptance and approval by the carriers.

#### Article XI - Sick Leave

The Employer will grant sick leave to the Employees for medically related disability (Code of Iowa; Chapter 279.40) in the following amounts:

1. The 1st year of employment - 10 workdays
2. The 2nd year of employment - 11 workdays
3. The 3rd year of employment - 12 workdays
4. The 4th year of employment - 13 workdays
5. The 5th year of employment - 14 workdays
6. The 6th year and subsequent years of employment- 15 workdays

The above amounts shall apply only to consecutive years of employment in the same school district and unused portions shall be cumulative to a maximum of ninety (90) days. When an employee does not complete a full year of employment, leave will be pro-rated for that year. Sick leave credit for a year will not start unless the Employee starts the year. Employees will be credited with their yearly allotment of sick leave at the beginning of each year. Utilization of sick leave shall be charged against the current allotment of sick leave.

The Employer shall have the right, in each absence, to require such reasonable evidence that the Employer deems necessary to substantiate the need for the absence. It shall be the Employee's responsibility to notify the Employer at the earliest reasonable time possible so as to allow adequate time to secure a substitute. One hour before school starts is not considered adequate.

No employee shall receive more than a full days' pay, per day, when granted sick leave. An employee absent more than their present cumulative sick leave credit may be placed on a leave of absence without pay status. When the individual wishes to return to work, the Board may require a medical examination by a doctor of the Board's choosing, before the individual returns to duty. The doctor must certify the individual's physical and/or mental abilities before the individual returns to duty.

## Article XII - Other Types of Leave

### Bereavement Leave/Family Leave

In the case of death or illness, up to a total of six (6) days each year, with full pay, will be granted. Bereavement leave includes the following: father, mother, father-in-law, mother-in-law, spouse, son, daughter, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, or one non-family member. Family leave, for illness, includes the following: father, mother, father-in-law, mother-in-law, spouse, son, daughter, brother or sister. At the district's discretion, verification may be required. Leave request forms must be filed for payroll purposes.

### Business and/or Personal Leave

Teachers may request up to three (3) days for business and/or personal reasons with no loss of pay.

Business leave is to transact business that cannot be postponed or conducted on Saturday. Requests to participate in actual remunerative business activities will not knowingly be granted. The leave request forms and approval of request will be obtained from the principal. The forms may be filed before or after the leave, however, the principal must be informed of the needed absence at the earliest possible time to secure a certificated substitute.

Leave will not be granted on days immediately preceding or following scheduled holidays, opening school week, closing school week, examination days, inservice or other contract work days, or report card days unless approved by the Superintendent or his designee.

Leave shall not accumulate and under no combination of circumstance shall exceed two (2) days per year.

### Association Leave

Two days' leave shall be granted for an association member to attend the delegate assembly. The Association shall pay the cost of a substitute.

### Other Paid Leave

Two days, with full pay, may be used for the death and/or serious illness of other relatives or close friends, or for some serious emergency which may occur affecting the employee. The use of the two days is subject to the approval of the Employer. Request forms and approval will be obtained through the Principal. The leave shall not accumulate, shall be charged against the employee's accumulated sick leave, if for illness, and under no combination of circumstances shall exceed two days per year.

### Professional Leave

One professional day will be permitted per year. Up to \$150 per day for expenses will be covered by the district to include registration, mileage, and meals. The employee may be given the option to pay the difference between the actual expenses and the amount covered by the district. If the professional leave day falls on a non

school day, the amount allowed for the day may be increased \$50. Professional leave days shall have administrative approval; approval or non approval shall not be grievable. Administration may assign additional professional days.

#### Leave Without Pay

Circumstances may develop for an employee that would seem to call for absences that do not fit into any category covered by this agreement. Leave, without pay, may be requested from and granted by the Superintendent. Approval or non-approval shall not be grievable.

### Article XIII - Health

Physical examinations shall be required of all certified personnel covered by this Master Contract Agreement upon their initial appointment. The district will pay the full cost of the required physical if it is performed at the clinic designated by the Board. If the required physical is performed at another facility, the district will reimburse the employee, upon submission of a bill, up to the amount contracted with the designated clinic or \$20 whichever is greater.

Forms for examination shall be provided by the Employer.

When a physical examination has been completed, the completed form must be returned to the office of the Superintendent of Schools.

Personnel whose medical well-being may be in doubt to satisfactorily perform assigned duties may be requested by the Employer to submit themselves for a medical examination by a physician designated by the Employer.

### Article XIV - Safety

#### Use of Reasonable Force

An employee may, within the scope of his employment, use and apply a reasonable force necessary to quell a disturbance that threatens physical injury to pupil or teacher. The employee shall file a written report of such action, with the principal or his designee, before leaving the building.

#### Reporting Assaults

Employees shall immediately report cases of assault suffered by them in connection with their employment to their building principal, or his/her designee. A written report shall be filed that day. Involvement of legal authorities is dependent on the merits of the case and the feeling of the employee.

#### General Safety

The Employer is committed to meeting the current standards in employee safety and health in keeping with the requirements of the Occupational Safety and Health Act of 1970.

It is the objective of the Employer to assure, so far as possible, that every employee has a safe and healthful place in which to work. It is also the intent of the Employer to help each employee recognize their responsibilities to safe employment and require that they adhere to those responsibilities.

A safety Advisory Committee, consisting of one unit employee each building plus an equal number of Employer representatives, will be established. The Employer will periodically schedule meetings to receive suggestions and recommendations for consideration in keeping with the objectives stated above in paragraph two of general safety.

### Article XV - Printing Agreement

1 All costs which are incurred in the preparation for printing, the printing pro- 1  
2 cess, and the distribution process shall be equally shared by both parties to this agree- 2  
3 ment. There will be copies of this printed agreement delivered to the President of the 3  
4 Association in sufficient number so that the Association may distribute one (1) copy to 4  
5 each employee who is covered by this agreement. 5  
6

7 Article XVI - Finality of Agreement 7  
8

9 This agreement supersedes all previous agreements between the Employer and 9  
10 the Association or any employee, unless expressly stated to the contrary herein and 10  
11 constitutes the entire agreement between the parties, and concludes collective bargain- 11  
12 ing for its terms. 12  
13

14 Duration Period and Signature Clause 14  
15

16 This agreement shall be effective for the 2007-08 school year, such being in 16  
17 force beginning on July 1, 2007 and ending on June 30, 2008 Salaries negotiated for 17  
18 the 2007-2008 Master Contract shall not change the calculated salary for any job or 18  
19 duty started under the 2006-07 Contract and not yet finished. 19  
20

21 Signature Clause 21  
22

23 In witness hereof, the parties hereto have caused this agreement to be signed by 23  
24 the respected presidents, on approval by the teacher's association and board of direc- 24  
25 tors. 25  
26

27 27  
28 28  
29 29  
30 30  
31 31  
32 32  
33 33  
34 34  
35 35  
36 36  
37 37  
38 38  
39 39  
40 40  
41 41  
42 42  
43 43  
44 44  
45 45  
46 46  
47 47  
48 48  
49 For the East Union Education Association: 49  
50

For the East Union Community  
School Board of Education: 50  
51

52 By \_\_\_\_\_ 52  
53

By \_\_\_\_\_ 53  
54

55 James Hardy, President 55  
56

Lynn Kruse, President 56  
57  
58  
59  
60



# EAST UNION COMMUNITY SCHOOL DISTRICT

## Schedule I

2007-2008

STEP	BA	BA+15	MA	MA+15
0	25,561	23,221	23,886	24,561
1	23,206	23,881	24,551	25,236
2	23,851	24,541	25,216	25,911
3	24,496	25,201	25,881	26,586
4	25,141	25,861	26,546	27,261
5	25,786	26,521	27,211	27,936
6	26,431	27,181	27,876	28,611
7	27,076	27,841	28,541	29,286
8	27,721	28,501	29,206	29,961
9	28,366	29,161	29,871	30,636
10	29,011	29,821	30,536	31,311
11	29,656	30,481	31,201	31,986
12	30,301	31,141	31,866	32,661
13	30,946	31,801	32,531	33,336
14	31,591	32,461	33,196	34,011
15	32,236	33,121	33,861	34,686
16		33,781	34,526	35,361
17			35,191	36,036
18			35,856	36,711
19				
20				
21	34,432	34,992		
22				
23			37,072	37,937
24				

# EAST UNION COMMUNITY SCHOOL DISTRICT

## Schedule II

2007-2008

STEP	BA	BA+15	MA	MA+15
0	3,600	2,940	4,020	3,355
1	2,955	2,280	3,355	3,355
2	2,310	3,355	3,355	3,355
3	3,355	3,355	3,355	3,355
4	3,355	3,355	3,355	3,355
5	3,355	3,355	3,355	3,355
6	3,355	3,355	3,355	3,355
7	3,355	3,355	3,355	3,355
8	3,355	3,355	3,355	3,355
9	3,355	3,355	3,355	3,355
10	3,355	3,355	3,355	3,355
11	3,355	3,355	3,355	3,355
12	3,355	3,355	3,940	3,515
13	3,355	3,355	3,355	2,930
14	3,355	3,390	2,930	2,470
15	3,355	3,390	2,930	2,470
16	2,000	2,930	2,470	2,010
17		2,000	2,010	1,550
18			1,550	1,475
19			2,000	2,000
20				
21				
22				
23				

# EAST UNION COMMUNITY SCHOOL DISTRICT

## Schedule III

2007-2008

STEP	BA	BA+15	MA	MA+15
0	26,161	26,161	27,906	27,916
1	26,161	26,161	27,906	28,591
2	26,161	27,896	28,571	29,266
3	27,851	28,556	29,236	29,941
4	28,496	29,216	29,901	30,616
5	29,141	29,876	30,566	31,291
6	29,786	30,536	31,231	31,966
7	30,431	31,196	31,896	32,641
8	31,076	31,856	32,561	33,316
9	31,721	32,516	33,226	33,991
10	32,366	33,176	33,891	34,666
11	33,011	33,836	34,556	35,341
12	33,656	34,496	35,806	36,176
13	34,301	35,156	35,886	36,266
14	34,946	35,851	36,126	36,481
15	35,591	36,511	36,791	37,156
16	34,236	36,711	36,996	37,371
17		35,781	37,201	37,586
18			37,406	38,186
19			37,586	38,711
20				
21	35,432	36,992		
22				
23			39,072	39,937

Extra Duty Schedule  
2007-2008

Percent of \$22,561

12%	Head Baseball, Basketball, Football, Softball, Volleyball and Wrestling
10%	Secondary Vocal
10%	Secondary Instrumental
9%	Assistant Baseball, Basketball, Football, Summer Softball, Volleyball, Wrestling; Head Track
8%	Drama (Two Events)
6%	Head Cross Country; Golf; Newspaper/Annual; Combined Jr. and Sr. High Cheerleading; FFA; FCCLA; Student Council/NHS
5%	Jr. High Basketball, Football, Softball, Baseball, Track, Volleyball, Wrestling; Speech
4%	Senior Class Sponsor; Junior Class Sponsor
2%	Science Club
1%	Teaching ICN Year Long Class
1%	General Music - Possible K-8 Vocal
1%	General Music - Possible K-8 Instrumental
1%	Learning Team
1%	Lead Team

An additional coach added to a sport upon the written request of the Head Coach of that sport and approval by the administration and board of directors.

Coaching/Bus Drivers The Employer shall pay all Coaching/Bus Drivers \$35 and/or \$40 per trip in accordance with the distance traveled.

Summer Band

1. A minimum of 20 students in the program.
2. \$32 per student (up to 40 students).

12%	+\$50	+\$50	+\$50	+\$50
10%	40	40	40	40
9%	35	35	35	35
8%	30	30	30	30
6%	20	20	20	20
5%	15	15	15	15

**MINUTES OF THE EAST UNION COMMUNITY SCHOOL  
BOARD OF DIRECTORS REGULAR BOARD MEETING**

**June 18, 2007**

**Board meeting was held at Green Valley AEA**

President Lynn Kruse called meeting to order at 5:04 P.M. Kenneth Hagen, Sarah Long, David Waigand and Shannon Harper answered roll call. Also present were: Administrators Steve Clark and Joan Gordon; Larry Sigel, IASB School Finance Director; Creston CSD Administration and Board of Directors: Tim Hood, Jan Harris, Brad Baker, Don Krings, Barb Wilmeth, Randy Hughes, Bobbie McFee, Stacy Wood and Bob Deranleau; and Jasmyne Sloan from the Creston News Advertiser.

Motion by Waigand to approve the agenda. Seconded by Long.

Voice Vote

Motion Carried

Mr. Sigel with IASB School Finance Director presented information on Local Option Sales Tax. Both Boards discussed the possibility of renewing the Local Option Sales Tax in order to hold property taxes at the present level, to fund the maintenance of current buildings, and to possibly fund new construction. Both Boards agreed that joint community meetings would be beneficial to inform the public. Mr. Clark & Mr. Hood were instructed to schedule future meetings with legislators and joint board meetings.

Creston CSD left at 5:55 p.m. to continue with their board meeting in an adjacent room.

Good news items involving students were discussed during celebration of achievements. Mrs. Gordon is in the process of applying for a Preschool Grant. This would accommodate the students not served by Shared Vision Preschool Grant.

Motion by Long to approve the minutes of the last meetings. Seconded by Hagen.

Voice Vote

Motion Carried

Motion by Hagen to approve payment of bills. Seconded by Harper.

Voice Vote

Motion Carried

Motion by Waigand to approve financial reports. Seconded by Hagen.

Voice Vote

Motion Carried

**Administrative Report**

- Track Project update: The base work is completed and ready for Fisher Track to apply the asphalt. When that process is completed Des Moines Fencing will install fence around the track.
- The hallway roof to the Intermediate Center and the Intermediate Center roof will be repaired.
- Security cameras are installed and operating.

RECEIVED  
2007 JUN 29 PM 12:56  
PUBLIC EMPLOYMENT  
RELATIONS BOARD

Motion by Waigand to approve 28E agreement with Grantwood AEA for Administrative Computer Services. Seconded by Long.

Voice Vote

Motion Carried

Motion by Long to approve the Certified compensation rate increase of 5.6%. Seconded by Harper.

Roll Call Vote

4 Ayes; 1 Abstain: Kruse

Motion Carried

Motion by Waigand to approve the Non-Certified compensation rate increase of 6%. Seconded by Hagen.

Roll Call Vote

2 Ayes; 3 Nays: Harper, Kruse, Long

Motion Failed

Motion by Harper to approve the Non-Certified compensation rate increase of 5.6%. Seconded by Long.

Roll Call Vote

3 Ayes; 2 Nays: Waigand, Hagen

Motion Carried

Motion by Long to approve the Professional Development Plan for 2007-08. Seconded by Harper.

Voice Vote

Motion Carried

Motion by Waigand to accept the following lunch program milk & bread supply bids for 2007-08. Second by Harper.

Voice Vote

Motion Carried

Anderson Erickson Dairy Co.

Half-pint 2% milk	\$ .2080*
Half-pint skim chocolate milk	\$ .2080*
Half-pint skim milk	\$ .1930*
Half gallon 5% vanilla mix	\$ 2.35
Half gallon 5% chocolate mix	\$ 2.45

\*Prices quoted are subject to an escalator clause. All others will remain firm for entire 2007-08 school year.

AE will furnish and maintain all necessary milk coolers and provide straws. Please note that when a school system owns their own milk coolers .0050/1/2 pint can be deducted.

Sara Lee

White sandwich 24 oz.	\$1.16
Wheat Sandwich 24 oz	\$1.23
Whole Grain White Bread	\$1.38
Texas Toast 24 oz	\$1.30
Hamburger buns 12 ct.	\$1.29
Hamburger buns 30 ct.	\$3.22
Coney buns 16 ct.	\$1.72
SL Wholegrain White 8 ct	\$1.38
SL 3 ¾ Cluster Hamburger buns 8 ct	\$ 1.24

Motion by Long to approve Mark Weis as Secondary Principal with a 220 day contract for a salary of \$62,150 plus a family insurance plan. Seconded by Hagen.

Voice Vote

Motion Carried

Motion by Waigand to approve Steve Clark as Superintendent with a 220 day contract for a salary of \$90,000 and the second year of a three year continuing contract with the salary to be negotiated yearly. Seconded by Harper.

Voice Vote

Motion Carried

Motion by Hagen to approve \$1000 increase for administrative compensation for Food Service Director Patty Rollings. Seconded by Harper.

Voice Vote

Motion Carried

Motion by Waigand to adjourn the meeting. Seconded by Hagen.

Voice Vote

Motion Carried

Meeting adjourned at 11:03 p.m.

Lynn Kruse, President  
Pending approval

Billie Jo Greene, Secretary

Copies of the minutes are located on the East Union CSD web page at:  
<http://east-union.k12.ia.us/BoardMinutesfiles/boardagendaminutes.html>